



COUNTY OF LOS ANGELES DEPARTMENT OF CONSUMER AFFAIRS

Members of the Board

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Director

"To Enrich Lives Through Effective and Caring Service"

January 16, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVE AMENDMENT NO. 1 TO AGREEMENT NO. 75839
WITH NEIGHBORHOOD LEGAL SERVICES OF LOS ANGELES COUNTY
TO OPERATE AND STAFF THE
SELF-HELP LEGAL ACCESS CENTERS (SHLACs)
(SUPERVISORIAL DISTRICTS 3 and 4 – 3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and Award the enclosed Amendment No. 1 (Attachment A) to Agreement No. 75839 with Neighborhood Legal Services of Los Angeles County (NLS) to operate and manage the Self-Help Legal Access Centers (SHLACs). The proposed Amendment provides for increased services at the SHLAC facility in the Superior Court, South District (Long Beach) a new SHLAC facility in the Superior Court, Southwest District (Torrance); and additional funding of services at the SHLAC facility in the Superior Court, Northwest District (Van Nuys).
2. Instruct the Chair to sign the Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the proposed amendment will allow for funding to open a new SHLAC at the Torrance Courthouse and additional funding to expand and enhance services at the Long Beach SHLAC. Additionally, approval of the proposed amendment will provide carry over funds for continuing services at the Van Nuys SHLAC.

Background

In October 2000, the SHLAC pilot project was initiated at a single location at the Van Nuys courthouse and was later expanded to several locations throughout the County. In August 2006, your Board approved Agreement No. 75839 (Agreement), authorizing NLS to operate and manage SHLACs at courthouses in Van Nuys, Pomona, Inglewood, Antelope Valley, Long Beach, San Fernando, and Santa Monica.

From the inception of the SHLAC program, NLS has operated and managed the SHLACs, providing basic critical information regarding the court system to unrepresented litigants in Los Angeles County. Unrepresented litigants require information on court-related matters such as form preparation, service of process, courtroom procedures, and appropriate courtroom demeanor. The lack of this information compromises their access to the judicial system and negatively impacts the administration and operation of the courts. SHLACs have proven to be an effective method of assisting unrepresented litigants to understand the court process and enable them to make informed choices concerning their legal options.

Proposed Amendment No. 1

Approval of proposed Amendment No. 1 to the current Agreement will provide \$250,000 annually per contract year, which will allow NLS to open a new SHLAC at the Torrance Courthouse and enhance services at the Long Beach SHLAC. Additionally, the amendment will allow for a carry over of \$75,000 for one contract year, available from savings at the San Fernando and Santa Monica SHLACs in FY2005-2006, which will be used for enhanced services at these facilities and the Van Nuys SHLAC. The total contract sum for the Agreement will increase to \$5,067,933.

Implementation of Strategic Plan Goals

Goal 1: Service Excellence, Strategy 2: Implement programs to improve the efficiency, quality and responsiveness of services to all county residents.

FISCAL IMPACT/FINANCING

The Department of Consumer Affairs (Department) Budget currently appropriates annually \$313,000 for the Van Nuys SHLAC, \$240,000 for the Pomona SHLAC, \$122,000 for the Inglewood SHLAC, \$189,311 for the Antelope Valley SHLAC, \$189,000 for the San Fernando SHLAC, \$161,000 for the Santa Monica SHLAC, and \$450,000 for the Long Beach SHLAC and the new SHLAC facility in Torrance. In addition, the department budget appropriates \$75,000, available from carry over funding of savings at the San Fernando and Santa Monica SHLACs in FY2005-2006.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On August 8, 2006, the Board approved the existing Agreement No. 75839 between the County and NLS at a total contract sum of \$4,242,933 for a term of three (3) years to continue self-help assistance to unrepresented litigants at seven SHLACs throughout the County, effective September 1, 2006, with two (2) one-year renewal options exercised at the discretion of the Director.

Approval of the proposed Amendment No. 1 will provide a SHLAC facility for unrepresented litigants at the Torrance Courthouse, and upgrade services provided at the Long Beach Courthouse. Existing services will be continued to be provided at courthouses in Van Nuys, Pomona, Inglewood, Antelope Valley, San Fernando, and Santa Monica.

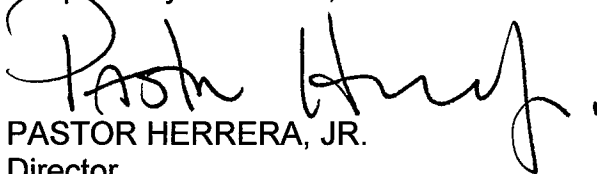
IMPACT ON CURRENT SERVICES (OR PROJECTS)

By amending the Agreement, the SHLACs will continue to provide services to the public which include but are not limited to: assisting patrons with correctly completing required court forms, providing information concerning service of court papers on involved parties, and providing counseling on how to prepare and present their own case to a judge. Counseling and assistance is provided to patrons on civil law matters including, but not limited to, family law, landlord/tenant, name change, and guardianship.

CONCLUSION

The Executive Office, Board of Supervisors is requested to return a copy of the approved Board letter to the Department as well as two (2) signed copies of the Amendment No. 1 to the Department.

Respectfully submitted,



PASTOR HERRERA, JR.
Director

PHJ:TRB:ko BoardLetterSHLAC (Amendment 1- Contract 06-08)

ATTACHMENT

c: David Janssen, Chief Administrative Officer
Executive Officer, Board of Supervisors
Raymond G. Fortner, Jr. County Counsel

**AMENDMENT NO. 1
TO AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
NEIGHBORHOOD LEGAL SERVICES OF LOS ANGELES COUNTY
FOR
DEVELOPMENT AND MANAGEMENT OF
PILOT SELF-HELP LEGAL ACCESS CENTERS (SHLAC)**

AGREEMENT NO. 75839

This Amendment No. 1 to Agreement No. 75839 is made and entered into this ____ day of _____, 2007 by and between the County of Los Angeles, hereinafter referred to as COUNTY, and Neighborhood Legal Services of Los Angeles County (formerly known as San Fernando Valley Neighborhood Legal Services), hereinafter referred to as CONTRACTOR.

RECITALS

WHEREAS, on August 8, 2006, COUNTY and CONTRACTOR entered into an Agreement No. 75839 (Agreement), whereby CONTRACTOR was to operate and staff the Self-Help Legal Access Centers (SHLAC) for unrepresented litigants in Los Angeles County; and

WHEREAS, COUNTY and CONTRACTOR desire to amend the Agreement to provide for expansion and enhancement of services at the existing SHLAC facility at the Superior Court of California, South District (Long Beach), add a new SHLAC facility at the Superior Court of California, County of Los Angeles Southwest District (Torrance), provide for additional funding for services at the existing SHLAC facility at the Superior Court of

California, County of Los Angeles Northwest District (Van Nuys), and increase the total contract sum;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to amend the Agreement as follows:

1. **EXHIBIT A, STATEMENT OF WORK**, is deleted in its entirety and hereby replaced by Exhibit A-1, Statement of Work, which is attached hereto and incorporated herein by this reference:
2. **EXHIBIT B, TOTAL FIXED PRICE**, is deleted in its entirety and hereby replaced by Exhibit B-1, Total Fixed Price, which is attached hereto and incorporated herein by this reference.
3. Except as specifically provided for in this Amendment No. 1, all other terms and conditions of the Agreement shall remain in full force and effect.

AUTHORIZATION OF AMENDMENT NO. 1
TO AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
NEIGHBORHOOD LEGAL SERVICES OF LOS ANGELES COUNTY

AGREEMENT NO. 75839

IN WITNESS WHEREOF, the County of Los Angeles Board of Supervisors has caused this COUNTY Amendment to be subscribed by its Chairperson and the seal of said Board to be affixed and attested by the Executive Officer and Clerk thereof, and CONTRACTOR has caused this Agreement to be signed by its duly authorized officer, this _____ day of _____, 2007.

COUNTY OF LOS ANGELES

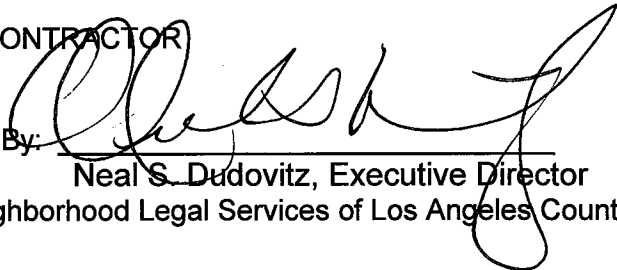
By: _____
Chair, Board of Supervisors

ATTEST:

Sachi A. Hamai
Executive Officer - Clerk
Of the Board of Supervisors
County of Los Angeles

By: _____
Deputy

CONTRACTOR

By: 
Neal S. Dudovitz, Executive Director
Neighborhood Legal Services of Los Angeles County

APPROVED AS TO FORM:

County Counsel

By Nancy Takade (by Brandi Moore)
Principal Deputy County Counsel

EXHIBIT A-1

STATEMENT OF WORK

CONTRACTOR will operate eight Self-Help Legal Access Centers (SHLAC) to assist unrepresented litigants at the Superior Court of California, County of Los Angeles.

CONTRACTOR shall provide the following services, as directed by the COUNTY's Project Director:

1. SHLAC Purpose and Locations: The purpose of the SHLAC is to assist unrepresented patrons in understanding the laws, regulations and court procedures relevant to their case, and to better enable them to represent themselves and make informed choices concerning the legal options available to them. The SHLAC shall not provide services already provided by the County of Los Angeles or County funded contractors. The CONTRACTOR is to operate a SHLAC at each of the following locations of the Superior Court of California, County of Los Angeles:
 - The Northwest District, Van Nuys Courthouse
 - The Southwest District, Inglewood Courthouse
 - The East District, Pomona Courthouse South
 - The North District, Antelope Valley Courthouse
 - The South District, Long Beach Courthouse
 - The North Valley District, San Fernando Courthouse
 - The West District, Santa Monica Courthouse
 - The Southwest District, Torrance Courthouse
2. Eligibility \ Fees for Service: All residents of Los Angeles County with business at the Los Angeles County Superior Court are eligible for service without charge regardless of their income.
3. Hours of Operation: The SHLAC offices shall be open for service during regular court days and hours, except for one designated afternoon each week. During that designated afternoon, the SHLAC may be closed in order to hold staff meetings, meet with court personnel, update Judicial Council Form Packets, modify and create self-help packets, and to attend to other matters necessary for the successful operation of the SHLAC. Each of the SHLAC may operate beyond regular court days and hours if permitted by the location at which it operates.
4. Representation and Legal Advice: SHLAC employees and volunteers shall not dispense legal advice or provide direct legal representation to SHLAC patrons. Patrons in need of legal representation shall be referred to qualified non-profit organizations as outlined in section #5.

5. Referrals: Patrons in need of representation are only to be referred to qualified non-profit legal services programs such as Public Counsel, the pro bono arm of the Los Angeles County Bar Association and approved Bar Association lawyer referral service programs. Referrals for other purposes shall only be made to appropriate government, community and non-profit agencies. The SHLAC are not to be used to solicit business for private practitioners or others, or for referral to for-profit agencies, individuals or others. Records of referrals shall be kept by CONTRACTOR, and CONTRACTOR shall implement necessary procedures to insure that the SHLAC is not used to solicit business for private practitioners or others, or for referral to for-profit agencies, individuals or others.
6. Intake Form and Assessment: Persons requesting assistance shall complete a patron intake form. Intake forms shall indicate the following: the type of assistance the patron is seeking; if this is their first visit to the SHLAC; whether the patron is currently represented by counsel; if the District Attorney, City Attorney or other prosecuting agency is involved in any aspect of the case; how they were referred to the SHLAC; the patron's gender; and the patron's primary language. Income information will be provided on a voluntary basis for statistical purposes only. Intake forms shall disclose that both parties to a dispute may be using the SHLAC for assistance, and shall further disclose that the SHLAC is not representing the patron in this or any other matter. CONTRACTOR shall request that each patron complete a customer satisfaction survey upon completion of services. Completed intake forms and customer satisfaction surveys shall be retained for a period of three years.
7. Services: CONTRACTOR will counsel and educate patrons concerning the laws relevant to their case, assist patrons with correctly completing required court forms, provide information concerning service of court papers on involved parties, and provide counseling on how to prepare and present their own case to a judge or jury to obtain the manner of relief sought. Assistance is to be provided to patrons on civil law matters including, but not limited to: family law, landlord/tenant, name change, civil harassment restraining orders and other civil matters. All information given to patrons and the court forms completed by patrons at the Center will be overseen and reviewed by an attorney licensed to practice law in California and in good standing.
8. Staffing: Each of the SHLAC will have a licensed attorney present during operating hours. If for any reason, an attorney is not present at a SHLAC for more than two consecutive days, the CONTRACTOR shall notify the COUNTY.
9. Personal Consultation: The SHLAC shall provide assistance to unrepresented litigants. SHLAC staff and volunteers will assess the needs of the individual patrons and provide information and printed materials in English and Spanish and in other languages as CONTRACTOR deems necessary to fulfill the mission of the SHLAC. Staff and volunteers will provide brief, specific and time-limited assistance including, but not limited to, assistance in completing court forms, conducting legal research,

understanding service of process, calculating deadlines, and understanding legal options.

10. Forms and Printed Materials: Judicial Council approved court forms shall be made available without charge to SHLAC patrons. Printed materials shall also be made available to patrons to assist them in understanding the laws, regulations, and procedures relevant to civil and family law actions. Printed materials should be available in English and Spanish and in other languages deemed appropriate and necessary by CONTRACTOR to assist patrons. Books and other publications designed to assist unrepresented patrons shall also be made available for on-site review. CONTRACTOR shall use uniform forms and materials at the SHLAC.
11. Audio-Visual Educational Aids \ Computers: CONTRACTOR will seek the assistance of qualified organizations when necessary in order to communicate with the hearing impaired. Computers with printers shall be available to patrons to assist with forms completion and internet access for research relevant to their case.
12. Community Education and Outreach: CONTRACTOR shall engage in community education and outreach activities designed to educate the public and the bar concerning the purpose of the SHLAC, the services it offers, issues facing pro per litigants, and volunteer opportunities.
13. Court Liaison: CONTRACTOR shall establish and maintain effective and productive communications with court staff and administrators to inform them of the activities and progress of the SHLAC and to seek their support in the successful operation of the program. SHLAC staff will also meet with court officials to increase unrepresented litigants' access to the Court by improving operational effectiveness, improving Court/SHLAC forms, and developing of new Court/SHLAC procedures. A record of meetings with court officials shall be kept by each Center to document communications with the court.
14. Volunteers and Volunteer Training: CONTRACTOR shall recruit volunteer attorneys, paralegals, law students, paralegal students, college students, and community volunteers to assist patrons of the SHLAC. CONTRACTOR shall develop a training program and training manual to insure quality service and compliance with the provisions of this contract.
15. Coordination of SHLAC Services and Office Protocols: SHLAC staff will use uniform written procedures that outline office operations and employee/volunteer duties. CONTRACTOR shall coordinate the operation of all SHLAC to insure uniform policies, procedures, materials and forms. Staff from all SHLAC shall meet at least quarterly to coordinate efforts, to discuss service issues, and to insure that each center is operating efficiently and effectively.
16. Program Evaluation: CONTRACTOR shall prepare for the COUNTY an annual report which shall include the number of people assisted per Center, a summary of the

number of volunteers serving at the SHLAC and the number of hours served, and summarize the results of liaison with the Court including improvements in operational effectiveness, improvements to Court/SHLAC forms, development of new Court/SHLAC procedures, or other benefits of the program

17. Reports: Complete financial reports of expenditures shall be provided to the COUNTY by the twenty-fifth day of each month for the previous month. Reports must also be submitted by the twenty-fifth day of each month for the previous month which detail the number of clients served, the type of service provided, the income ranges of patrons, and a summary of the required customer satisfaction surveys.

(Revised November 2006)

EXHIBIT B-1
TOTAL FIXED PRICE

VAN NUYS				
	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>TOTAL</u>
	<u>9/1/2006</u>	<u>9/1/2007</u>	<u>9/1/2008</u>	
Personnel	\$290,000	\$290,000	\$290,000	\$870,000
Non-Personnel	23,000	23,000	23,000	\$69,000
	<u>\$313,000</u>	<u>\$313,000</u>	<u>\$313,000</u>	<u>\$939,000</u>

LONG BEACH & TORRANCE (COMBINED)				
	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>TOTAL</u>
	<u>9/1/2006</u>	<u>9/1/2007</u>	<u>9/1/2008</u>	
Personnel	\$427,500	\$427,500	\$427,500	\$1,282,500
Non-Personnel	22,500	22,500	22,500	\$67,500
	<u>\$450,000</u>	<u>\$450,000</u>	<u>\$450,000</u>	<u>\$1,350,000</u>

POMONA				
	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>TOTAL</u>
	<u>9/1/2006</u>	<u>9/1/2007</u>	<u>9/1/2008</u>	
Personnel	\$228,000	\$228,000	\$228,000	\$684,000
Non-Personnel	12,000	12,000	12,000	\$36,000
	<u>\$240,000</u>	<u>\$240,000</u>	<u>\$240,000</u>	<u>\$720,000</u>

SAN FERNANDO				
	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>TOTAL</u>
	<u>9/1/2006</u>	<u>9/1/2007</u>	<u>9/1/2008</u>	
Personnel	\$179,000	\$179,000	\$179,000	\$537,000
Non-Personnel	10,000	10,000	10,000	\$30,000
	<u>\$189,000</u>	<u>\$189,000</u>	<u>\$189,000</u>	<u>\$567,000</u>

INGLEWOOD				
	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>TOTAL</u>
	<u>9/1/2006</u>	<u>9/1/2007</u>	<u>9/1/2008</u>	
Personnel	\$116,760	\$116,760	\$116,760	\$350,280
Non-Personnel	5,240	5,240	5,240	\$15,720
	<u>\$122,000</u>	<u>\$122,000</u>	<u>\$122,000</u>	<u>\$366,000</u>

SANTA MONICA				
	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>TOTAL</u>
	<u>9/1/2006</u>	<u>9/1/2007</u>	<u>9/1/2008</u>	
Personnel	\$153,000	\$153,000	\$153,000	\$459,000
Non-Personnel	8,000	8,000	8,000	\$24,000
	<u>\$161,000</u>	<u>\$161,000</u>	<u>\$161,000</u>	<u>\$483,000</u>

ANTELOPE VALLEY				
	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>TOTAL</u>
	<u>9/1/2006</u>	<u>9/1/2007</u>	<u>9/1/2008</u>	
Personnel	\$176,000	\$176,000	\$176,000	\$528,000
Non-Personnel	13,311	13,311	13,311	\$39,933
	<u>\$189,311</u>	<u>\$189,311</u>	<u>\$189,311</u>	<u>\$567,933</u>

CARRY OVER FUNDING				
	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>TOTAL</u>
	<u>9/1/2006</u>	<u>9/1/2007</u>	<u>9/1/2008</u>	
Personnel	\$75,000			\$75,000
Non-Personnel				\$0
	<u>\$75,000</u>			<u>\$75,000</u>

TOTAL CONTRACT SUM	\$5,067,933
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